

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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ADREANA RODRIGUEZ, individually and
on behalf of all others similarly situated,

Plaintiff,

-against-

ORDER
CV 24-1245 (ARL)

FESTIVAL FUN PARKS LLC d/b/a
PALACE ENTERTAINMENT,
Defendant.

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LINDSAY, Magistrate Judge:

Plaintiff Adreana Rodriguez, individually and on behalf of all others similarly situated (“Plaintiff”) brings this action for violation of New York Arts & Cultural Affairs Law § 25.07 as a result of processing fees assessed by Festival Fun Parks LLC d/b/a Palace Entertainment (“Defendant”) at Defendant’s place of entertainment, Splish Splash. Before the Court is the Plaintiff’s Motion for Final Approval of the Proposed Class Settlement and lead counsel’s Motion for Fees and Costs. ECF Nos. 31, 36.

The parties initially entered a settlement as set forth in the Class Action Settlement Agreement on August 18, 2025 (the “Agreement”). ECF No.27-3. On March 18, 2026, the Court entered an Order preliminarily approving the settlement on behalf of the Rule 23 class (the “Class” or the “Class Members”), provisionally certifying the settlement class, appointing Bursor & Fisher, P.A. and Dapeer Law, P.A. as Class Counsel, and authorizing notice to all Class Members (the “Preliminary Approval Order”).

On June 11, 2026, Plaintiffs filed an Unopposed Motion for Final Approval of the Class Action Settlement (“Motion for Final Approval”). ECF No. 36. Plaintiffs also filed an Unopposed Motion for Approval of Attorney Fees , Costs, Expenses, and Service Award

(“Motion for Attorneys’ Fees”). ECF No. 31. The Court held a fairness hearing on June 25, 2026. No Class Member objected to the settlement at the hearing.

Having considered the Motion for Final Approval, the Motion for Attorneys’ Fees, along with all supporting documents, the oral argument presented at the June 25, 2026 fairness hearing, and the complete record in this matter, for the reasons set forth therein and stated on the record at the June 25, 2026 fairness hearing, and for good cause shown,

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. This Court has jurisdiction over the subject matter of this litigation and all matters relating thereto, and over all Parties.¹
2. Pursuant to Rule 23, based on its findings in the Preliminary Approval Order, at the fairness hearing on June 25, 2026, and in the absence of any objections from Class Members to such certification, the Court confirms as final its certification of the Class for settlement purposes.
3. The Court confirms as final the appointment of Plaintiff Adreana Rodriguez as representative of the Class under Federal Rule of Civil Procedure 23.
4. The Court confirms as final the appointment of Bursor & Fisher, P.A. and Dapeer Law, P.A. as Class Counsel for the Class pursuant to Federal Rule of Civil Procedure 23.
5. The Court finds that the requirements of CAFA have been satisfied. On July 8, 2025, Defendants mailed CAFA notices to the appropriate federal and state officials.
6. The Court finds that the Class Notice given to Class Members pursuant to the Preliminary Approval Order constituted the best notice practicable under the circumstances, was accomplished in all material respects, and fully met the requirements of Rule 23 and due process.

¹ Except as otherwise noted, for purposes of this Order the Court adopts all defined terms as set forth in the Agreement.

7. Pursuant to Rule 23(e), this Court hereby grants the Motion for Final Approval and finally approves the settlement as set forth therein. The Court finds that the settlement is fair, reasonable and adequate in all respects and that it is binding on Class Members who did not timely opt out pursuant to the procedures set forth in the Preliminary Approval Order. The Court specifically finds that the settlement is rationally related to the strength of Plaintiffs' claims given the risk, expense, complexity, and duration of further litigation.

8. The Court finds that the proposed settlement is procedurally fair because it was reached through vigorous, arm's-length negotiations, a mediation session, discovery and after experienced counsel had evaluated the merits of Plaintiffs' claims through factual and legal investigation. *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d 96, 117 (2d Cir. 2005).

9. The settlement is also substantively fair under the framework set forth in *City of Detroit v. Grinnell Corp.*, 495 F.2d 448 (2d Cir. 1974). As discussed on the record at the settlement fairness hearing, all of the factors set forth in *Grinnell* weigh in favor of final approval.

Therefore, the Court finds that the settlement is adequate given: (1) the complexity, expense and likely duration of the litigation; (2) the lack of any objections or opt-outs; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability and damages; (5) the risks of maintaining the class action through the trial; (6) the ability of Defendants to withstand a greater judgment; and (7) that the Total Settlement Amount is within the range of reasonableness in light of the best possible recovery and the attendant risks of litigation.

10. The Court also finds that the class' reaction to the settlement was positive, as no Class Member objected to the settlement.

11. The Court finds that the proposed plan of allocation is rationally related to the relative

strengths and weaknesses of the respective claims asserted. The mechanisms and procedures set forth in the Agreement by which payments are to be calculated and made to Class Members who did not timely opt out are fair, reasonable and adequate, and payment shall be made according to those allocations and pursuant to the procedures as set forth in the Agreement.

12. The Court hereby grants Plaintiffs' Motion for Attorneys' Fees and awards Class Counsel their requested fees of \$333,333.33 (one-third of the Settlement Fund) which the Court finds to be fair and reasonable based on: (A) the number of hours worked by Class Counsel during the Litigation; (B) the results achieved on behalf of the Class; (C) the contingent nature of Class Counsel's representation; (D) the complexity of the issues raised by the Litigation; (E) a lodestar cross check; and (F) Class Counsel's recognized experience and expertise in the market.

13. The Court also awards Class Counsel reimbursement of a portion of their litigation expenses in the amount of \$1,912.82, which are expenses the Court finds were necessarily and reasonably incurred by Class Counsel in prosecuting the Litigation. The attorneys' fees and the amount in reimbursement of litigation costs and expenses shall be paid from the Settlement Fund.

14. The Court approves and finds reasonable the service award for Adreana Rodriguez in the amount of \$5,000. These amounts shall be paid from the Settlement Fund, subject to the terms of the Parties' Settlement Agreement and Release.

15. The Parties entered into the Settlement Agreement solely for the purpose of compromising and settling disputed claims. Defendant in no way admits any violation of law or any liability whatsoever to Plaintiff and the Class, individually or collectively, all such liability being expressly denied by Defendant.

16. This litigation shall be dismissed with prejudice.

17. The Court retains jurisdiction over this action for the purpose of enforcing the Settlement Agreement and overseeing the distribution of settlement funds. The Parties shall abide by all terms of the Settlement Agreement, which are incorporated herein, and this Order.

Dated: Central Islip, New York
August 7, 2026

SO ORDERED:

_____/s_____
ARLENE R. LINDSAY
United States Magistrate Judge